



Honorable August B. Landis
United States Bankruptcy Judge



Entered on Docket
June 09, 2023

BANKRUPTCY RECOVERY GROUP, LLC
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Troy Fox, Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:
METAL PARTNERS REBAR, LLC,

☐ Affects this Debtor.

Case No.: BK-S-20-12878-ABL (Lead Case)
Jointly Administered with:
Chapter 7

Jointly administered with:

- ☐ Affects Metal Partners Rebar, LLC
☐ Affects BGD LV Holding, LLC
☐ Affects BRG Holding, LLC
☐ Affects BCG Ownco, LLC
☒ Affects All Debtors

Case No. BK-S-20-12876-ABL
Case No. BK-S-20-12879-ABL
Case No. BK-S-20-12880-ABL

Hearing Date: June 7, 2023
Hearing Time: 9:30 a.m.

ORDER APPROVING MOTION: (1) PURSUANT TO FED. R. BANKR. P. 9019 TO AUTHORIZE AND APPROVE SETTLEMENTS BETWEEN TROY FOX, CHAPTER 7 TRUSTEE AND (1) DEARBORN LIFE INSURANCE COMPANY; (2) RALEIGH MINE & INDUSTRIAL SUPPLY, INC. D/B/A STEELCON SUPPLY CO.; (3) NORTHERN INDIANA PUBLIC SERVICE COMPANY L.L.C.; (4) XTRA LEASE LLC; (5) B2B

**INDUSTRIAL PACKAGING, LLC; (6) ALTA INDUSTRIAL EQUIPMENT COMPANY;
 (7) CONTRACTORS STEEL COMPANY; (8) RICKLEFS TRANSPORTATION, LLC;
 (9) DAYTON SUPERIOR CORPORATION; (10) KRB MACHINERY COMPANY; AND
 (11) INSTEEL WIRE PRODUCTS COMPANY; AND (II) PURSUANT TO FED. R.
 BANKR. P. 328, 330, AND 331 FOR AWARD AND PAYMENT OF CONTINGENCY
FEE AND EXPENSES**

Troy Fox, as Chapter 7 Trustee (“Trustee”) of the bankruptcy estates of Metal Partners Rebar, LLC, BGD LV Holding, LLC, BRG Holding, LLC, and BCG Ownco, LLC (collectively, the “Debtors”), filed the *Motion: (I) Pursuant to Fed. R. Bankr. P. 9019 to Authorize and Approve Settlements Between Troy Fox, Chapter 7 Trustee and (1) Dearborn Life Insurance Company; (2) Raleigh Mine & Industrial Supply, Inc. d/b/a Steelcon Supply Co.; (3) Northern Indiana Public Service Company L.L.C.; (4) XTRA Lease LLC; (5) B2B Industrial Packaging, LLC; (6) Alta Industrial Equipment Company, L.L.C.; (7) Contractors Steel Company; (8) Ricklefs Transportation, LLC; (9) Dayton Superior Corporation; (10) KRB Machinery Company; and (11) Insteel Wire Products Company; and (II) Pursuant to Fed. R. Bankr. P. 328, 330, and 331 for Award and Payment of Contingency Fee and Expenses* (the “Motion”),¹ which came on for hearing before the above-captioned Court on June 7, 2023, at 9:30 a.m. All appearances were duly noted on the record.

The Court reviewed the Motion and all matters submitted therewith. The Court considered the argument of counsel made at the time of the hearing and found that notice of the Motion was proper. The Court found that: (i) based on the entire record, the Trustee’s request for approval of the Settlement Agreements represents the exercise of his sound, properly informed, business judgment; (ii) the Settlement Agreements are in the best interest of the estates and satisfy the requirements of Bankruptcy Rule 9019; and (iii) the Settlement Agreements satisfy the factors set forth in *In re A&C Properties, Inc.*, 784 F.2d 1377, 1381 (9th Cir. 1986). The Court stated its additional findings of fact and conclusions of law on the record at the hearing on the Motion, which are incorporated herein by this reference in accordance with Rule 52 of the Federal Rules of Civil Procedure, made applicable pursuant to Rule 9014 of the Federal Rules of Bankruptcy Procedure.

¹ Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the Motion.

1 Good cause appearing therefor;

2 **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:**

3 1. The Motion is GRANTED in its entirety.

4 2. The terms and conditions included in the Settlement Agreements between the
5 Trustee and Dearborn Life Insurance Company in the form attached as Exhibit 3 to the Motion is
6 **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by, and to carry
7 out the transactions contemplated by such Settlement Agreement.

8 3. The terms and conditions included in the Settlement Agreements between the
9 Trustee and Raleigh Mine & Industrial Supply, Inc. d/b/a Steelcon Supply Co. in the form attached
10 as Exhibit 4 to the Motion is **APPROVED** and the Trustee is authorized and directed to enter into,
11 to be bound by, and to carry out the transactions contemplated by the such Settlement Agreement.

12 4. The terms and conditions included in the Settlement Agreements between the
13 Trustee and Northern Indiana Public Service Company LLC in the form attached as Exhibit 5 to
14 the Motion is **APPROVED** and the Trustee is authorized and directed to enter into, to be bound
15 by, and to carry out the transactions contemplated by such Settlement Agreement.

16 5. The terms and conditions included in the Settlement Agreements between the
17 Trustee and XTRA Lease LLC in the form attached as Exhibit 6 to the Motion is **APPROVED**
18 and the Trustee is authorized and directed to enter into, to be bound by, and to carry out the
19 transactions contemplated by such Settlement Agreement.

20 6. The terms and conditions included in the Settlement Agreements between the
21 Trustee and B2B Industrial Packaging, LLC in the form attached as Exhibit 7 to the Motion is
22 **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by, and to carry
23 out the transactions contemplated by such Settlement Agreement.

24 7. The terms and conditions included in the Settlement Agreements between the
25 Trustee and Alta Industrial Equipment Company, L.L.C. in the form attached as Exhibit 8 to the
26 Motion is **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by,
27 and to carry out the transactions contemplated by such Settlement Agreement.

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1 8. The terms and conditions included in the Settlement Agreements between the
2 Trustee and Contractors Steel Company in the form attached as Exhibit 9 to the Motion is
3 **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by, and to carry
4 out the transactions contemplated by such Settlement Agreement.

5 9. The terms and conditions included in the Settlement Agreements between the
6 Trustee and Ricklefs Transportation, LLC in the form attached as Exhibit 10 to the Motion is
7 **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by, and to carry
8 out the transactions contemplated by such Settlement Agreement.

9 10. The terms and conditions included in the Settlement Agreements between the
10 Trustee and Dayton Superior Corporation in the form attached as Exhibit 11 to the Motion is
11 **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by, and to carry
12 out the transactions contemplated by such Settlement Agreement.

13 11. The terms and conditions included in the Settlement Agreements between the
14 Trustee and KRB Machinery Company in the form attached as Exhibit 12 to the Motion is
15 **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by, and to carry
16 out the transactions contemplated by such Settlement Agreement.

17 12. The terms and conditions included in the Settlement Agreements between the
18 Trustee and Insteel Wire Products Company in the form attached as Exhibit 13 to the Motion is
19 **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by, and to carry
20 out the transactions contemplated by such Settlement Agreement.

21 13. The Trustee be, and hereby is authorized to execute any additional documentation
22 as may be required to implement the terms of the forgoing Settlement Agreements.

23 14. Pursuant to Sections 328, 330, and 331, BRG, as special counsel for the Trustee, is
24 awarded the Contingency Fee of \$26,418.06, which shall be paid by the Trustee at the time the
25 Trustee receives his recovery from the settlements and without the need for further order of the
26 Court.

27 15. Pursuant to Sections 330 and 331, BRG is awarded reimbursement of actual,
28 necessary expenses incurred in the amount of \$1,073.70, which shall be paid by the Trustee at the

1 time the Trustee receives his recovery from the settlements and without need for further order of
2 the Court.

3 16. This Court shall retain jurisdiction to enforce this Order and the terms of the
4 Settlement Agreements.

5 **IT IS SO ORDERED.**

6 PREPARED AND SUBMITTED:

7 BANKRUPTCY RECOVERY GROUP, LLC

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9 By: /s/ Talitha Gray Kozlowski
10 TALITHA GRAY KOZLOWSKI, ESQ.
11 GARRETT NYE, ESQ.
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13 Las Vegas, Nevada 89119
14 *Special Counsel for Troy Fox, Chapter 7*
15 *Trustee*
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LR 9021 CERTIFICATION

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

- ☐ The court waived the requirement of approval under LR 9021(b)(1).
- ☒ No party appeared at the hearing or filed an objection to the motion.
- ☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated above.
- ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objection to the form or content of the order.

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